

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

AMENDMENT AND OPTION TO RENEW #1  
TO LEASE LP 021

The Texas Juvenile Justice Department, successor agency to the Texas Youth Commission, an agency of the State of Texas, hereinafter referred to as "TJJD" or "Lessor," and the Texas Department of Agriculture, PO Box 12847, Austin, TX 78711, hereinafter referred to as "Lessee," do hereby acknowledge that they have previously entered into a lease agreement dated May 1, 2002 (the "Lease") for the use of approximately 5.491 acres located at Giddings State School beginning May 1, 2012 and expiring on April 30, 2022 at a rental amount of \$10.00 per ten-year term.

Both parties wish to continue the relationship that exists without a lapse. The parties hereto agree to be bound by the terms of the Lease subject to the following amendments:

1. All references to the Texas Youth Commission contained in the lease are struck and replaced in their entirety with references to the Texas Juvenile Justice Department.

2. In order to satisfy the full intent of the Lease Agreement and in consideration of mutual covenants and agreements contained therein, the Parties agree to exercise the initial option to extend and renew the Lease Agreement, set out in Section 4 of the Lease, so that the Lease term is extended through April 30, 2022.

3. The parties ratify past performance and occupancy under the lease, including the parties performance and Lessee's occupancy through the date of signature of this Amendment by all parties.

4. The parties acknowledge that two ten-year options remain to extend and renew the lease, one commencing May 1, 2022 and extending through April 30, 2032, and another commencing May 1, 2032 and extending through April 30, 2042.

5. Section 5(S) is amended to update the Parties' notice addresses as follows:

Texas Juvenile Justice Department  
Attn: Kenneth Ming, Director of Business Operation and Contracts  
P.O. Box 12757  
Austin, TX 78711  
512-490-7261  
512-490-7252 (fax)  
kenneth.i.ming@tjjd.texas.gov

Texas Department of Agriculture  
Attn: David Kostroun, Chief Administrator for Agriculture and Consumer Protection  
P.O. Box 12847  
Austin, TX 78711  
(512) 936-2638  
(888) 205-7224 (fax)

6. The following is added to the existing lease as subparagraph 5(X):

(X) Lessor may terminate this lease before the expiration of the term specified in Section 4 if Lessor sells, enters into a contract to sell, or otherwise terminates Lessor's ownership of the leased premises after May 1, 2012. Lessor may terminate this Lease by giving Lessee a written notice of the sale, contract to sell, or termination of Lessor's ownership. The notice will give Lessee at least 30 days to vacate and surrender the leased premises. When Lessee vacates,

Lessor must pay to Lessee any advance rent paid for rent not yet due. On receiving the notice, Lessee must vacate and surrender the leased premises to Lessor or its designated agent on or before the expiration of the time period specified in the notice. This subparagraph applies to any sale of the leased premises, whether voluntary or involuntary, such as through condemnation by eminent domain.

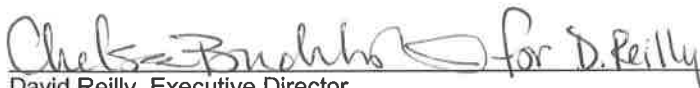
7. The following is added to the existing lease as subparagraph 5(Y):

(Y) Either party may terminate this lease for convenience before the expiration of the term specified in Section 4 by providing the other party with 90 days' notice of such termination.

8. The following is added to the existing lease as subparagraph 5(Z):

(Z) Lessor and Lessor's designee have the right to map, engineer, test, survey, and gather seismic data from the leased premises at any time during the lease term, provided such activities do not unreasonably interfere with Lessee's use of the leased premises. Lessor shall retain all payments made by any third party as result of conducting such activities.

**For the Texas Juvenile Justice Department:**

 for D. Reilly 1/13/15  
David Reilly, Executive Director Date

**For the Texas Department of Agriculture:**

 12-29-14  
Drew DeBerry, Deputy Commissioner Date

**Approved as to form:**

TJJD Attorney, Benjamin Bellomy  1/6/2015  
Date